



OFFICE OF THE ATTORNEY GENERAL OF TEXAS
AUSTIN

GROVER SELLERS
ATTORNEY GENERAL

Honorable Weaver H. Baker, Chairman
State Board of Control
Capitol Station
Austin, Texas

Dear Sir:

Opinion No. 0-6938
Re: Validity of the proposed
lease agreement covering
the property known as Fort
Ringgold, situated at Rio
Grande City, Star County,
Texas.

We have for attention and reply your letter of
November 15, 1945, which reads as follows:

"You will find herewith enclosed a copy of
a letter transmitted to us by Baxter Taylor, Act-
ing District Manager, F.W.A., Dallas, together
with leases which substantially set out the
understanding between the Government and this
State, of the manner in which we will within
five years acquire title to the land and im-
provements, and during which time we will have
the free use of such premises and personal prop-
erty which they propose to set out hereafter in
Exhibit 'A'.

"Kindly advise us whether the lease is in
form of law, and whether or not, with the State's
permission, they can later attach to the agree-
ment the personal property proposed for Exhibit
'A'. Since the State is the benefactor and will
not be bound until we actually take possession,
it is not of such material importance to us, as
anything we get will be just that much to the
good, and their failure to have available an ex-
hibit to personal property could in no wise
damage the State. As a matter of fact, there
would be many thousands of dollars worth of good
equipment which will be transferred to us."

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In answer to your first question, i.e. "whether the lease is in form of law," we advise that a careful review of the provisions and form of said lease fails to reveal any legal defects. The authority to execute the lease on behalf of the State is clearly expressed in S.B. 317, as found in Volume 5, page 949, Vernon's Texas Session Law Service, 49th Legislature, Regular Session, 1945. The provisions of the lease agreement appear to be most reasonable and we believe the agreement as written to be in good legal form.

Your second question is: "May the Federal Works Administrator, or his duly authorized representative, after said lease agreement is signed by you, attach and make a part of such lease an inventory of items cited in such lease as 'Exhibit A'?"

Turning to page 5, paragraph three of the lease in question, we find the following sentence: "The agreement shall not be binding on either party until Lessee has possession of the Leased Property." The effective date of the agreement, therefore, will be at hand when representatives of the State take actual possession and not when the lease is signed. The "Exhibit A" or inventory of items may be attached to the lease and made a part thereof at any time before the effective date.

Trusting the above satisfactorily answers your inquiry, we are

Very truly yours

ATTORNEY GENERAL OF TEXAS

By

E. M. DeGourin

E. M. DeGourin
Assistant

EMD:db

1945

APPROVED
OPINION
COMMITTEE
BY *BWT*